

ENDORSED
FILED
ALAMEDA COUNTY
JUL 22 2021

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DESIREE PACHECO, and ITZEL MARLENE DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA COUNTY

IRENE CLINE, LYNN CHO, DESIREE
PACHECO, and ITZEL MARLENE DIAZ,
individually, on behalf of all other similarly
situated persons, on behalf of the
CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY, and on behalf of the STATE OF
CALIFORNIA,

Plaintiffs,

v.

SI SE PUEDE BEHAVIORAL, INC. a.k.a.
SOCIALLY SIGNIFICANT
PROGRAMMING FOR BEHAVIORS,
INC., a California corporation; FELICIA
LOPEZ, an individual; and DOES 1-20,

Defendants.

Case No. RG18911378

DECLARATION OF LYNN CHO
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO
JUDGE WINIFRED Y. SMITH
DEPARTMENT 21

Date: August 13, 2021
Time: 10:00 a.m.
Reservation Nos.: R-2276695

Complaint Filed: July 2, 2018
Trial Date: None set

DECLARATION OF LYNN CHO IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 I, Lynn Cho, declare as follows:

2 1. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of
3 Class Action Settlement. The facts set forth in this declaration I know to be true of my own
4 personal knowledge, except where facts are stated to be based on information and belief, and
5 those facts I believe to be true. If called as a witness I could and would testify competently to
6 the matters set forth in this declaration.

7 2. I worked as an hourly, non-exempt tutor at SSPBI from February 2010 to July 2015.

8 3. Upon my hire, I received a copy of the SSPBI employee handbook stating that tutors are
9 only paid for time spent in sessions with clients. At that time, I was also informed that I may
10 submit a mileage reimbursement form by the end of each pay period to receive reimbursement
11 for miles spent driving to, from, and between clients' homes for sessions. SSPBI owner Felicia
12 Lopez told me that I would only be reimbursed for mileage if I submitted the form each pay
13 period.

14 4. Despite spending many hours in any given work week driving in her car for work, I was
15 not compensated for any time spent driving to, from, or between clients' homes for sessions.

16 5. I was only reimbursed for mileage when I voluntarily submitted a form to SSPBI. If the
17 form was submitted after the end of a pay period, it was considered late and I was not
18 reimbursed for any of the miles she drove during that period. If a reimbursement form was not
19 submitted at all, employees would not get reimbursed for mileage.

20 6. I was often not permitted to take meal or rest breaks, regardless of the number of hours I
21 worked in a day. There were many weeks where I was scheduled for back-to-back sessions
22 every workday. This meant I only had time to rush to my car and immediately drive to the next
23 session, with no time for a break or meal in between.

24 7. I was never informed that I was entitled to take a meal break. As a result of working
25 back-to-back sessions, I frequently ate lunch in her car, even while driving to my next session,
26 or did not eat lunch at all.

27 8. In 2013, SSPBI manager Samantha George ("George") told me that I should take a ten-
28 minute break if I was scheduled for a four-hour session. George advised me that I should leave
the house during this break, so I would sit in my car outside the clients' home on the rare
occasions when a session was scheduled for over four hours.

9. SSPBI calculated my overtime hours on a weekly basis rather than on a daily basis. As

1 a result, I was not paid for all of the overtime hours I worked.

2 10. I was among the top tutors at SSPBI in terms of hours worked, frequently working over
3 eight (8) hours each day. For several months in approximately 2013, I worked non-stop from
4 9:00 am to 7:00 pm without meal or rest breaks. I also attended the Saturday Social/Play Group
5 session almost every week.

6 11. As a result of my long hours worked, I occasionally received overtime pay when I
7 worked over forty (40) hours in a week. In spring 2015, I confronted George regarding SSPBI's
8 overtime policy. George informed me that it was the company's policy to calculate and pay
9 overtime on a weekly basis, but not on a daily basis.

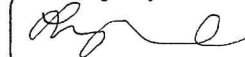
10 12. As a result of these violations, SSPBI failed to provide me with accurate, itemized wage
11 statements.

12 13. I believe I am an adequate class member representative because I was subject to the
13 same employment practices and policies as the Class Members from SSPBI.

14 14. I am informed and believe that my claims against Defendants are typical of the Class
15 Members' claims being settled in this case. I have spoken with my attorneys regarding the
16 fiduciary duties that I have as a class representative and believe that I can adequately fulfill
17 those fiduciary duties to the Class Members.

18 I declare under penalty of the laws of the state of California that the foregoing is true
19 and correct and that this declaration was executed on this day 7/21/2021, in Union City,
20 California.

DocuSigned by:



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Lynn Cho